

AGREEMENT

Between

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**SECRETARIAL/CLERICAL STAFF**

of the

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**

For the School Years

**2014 - 2017**

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
SECRETARIAL/CLERICAL CONTRACT JULY 1, 2014 – JUNE 30, 2017**

**I. APPROVED HOLIDAYS**

- A. During the regular school year the holidays for the secretarial/clerical staff will be the same as the holidays indicated on the school calendar adopted each year by the Board of Education. In addition, secretaries/clerk typists shall have Independence Day and Labor Day as holidays. If the holiday occurs on a Saturday, secretaries/clerk typists shall have the prior Friday off. If the holiday occurs on a Sunday, secretaries/clerk typists shall have the following Monday off.
1. Any of these are to be considered regular work days if it should become necessary (due to excessive closing caused by inclement weather) to conduct classes for pupils.
  2. In addition, the secretaries/clerk typists shall be excused from work on such days that weather conditions necessitate closing school for students.

**II. INSURANCE PROTECTION AND PRESCRIPTION POLICY**

- A. The Board will provide coverage as set forth in the New Jersey School Employees Health Benefits Program (NJSEHBP) for NJ Direct15 and Aetna HMO, which includes the prescription benefit, or its equivalent, for the entire family in compliance with state statute Ch.78, P.L. 2011 and the negotiated contract. The Board shall provide a description of conditions and limits of coverage as listed above.
- B. In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the New Jersey School Employees Health Benefits Program with the sole exception that a clause mandating a required second opinion for surgery may be included. In the event that a second opinion for surgery is mandated, the covered participant or dependant will be held harmless for any financial obligations resulting from the obtaining of said second opinion. Charges related to the mandatory second opinion will be the responsibility of the insurance carrier or the Board.
- C. Fringe Bank: One Thousand Dollars (\$1,000.00) for length of contract and the Secretarial/Clerical Staff agrees to pay, in each of the contract years, \$50.00 toward the cost of a TPA to administer a Health Reimbursement Account (HRA) for each of its members. The employee's Health Reimbursement Account Plan (Fringe Bank) is to be used for out-of-pocket medical expenses such as physician/hospital co-pays, deductibles, and coinsurance, dental expenses (including preventive dental coverage for dependent children under 14 years of age, which is mandated by the Affordable Care Act), and vision expenses.

### III. VACATION LEAVE POLICY

- A. After employment of one full year, secretaries/clerks shall be entitled to vacation leave totaling:

Vacation Leave			
Years in Position	12 Month Employee	11 Month Employee	10 Month Employee
1 to 4 years	10 days	5 days	None
5 to 14 years	15 days	7 days	None
15 to 25 years	20 days	10 days	None
26+ years	21 days	10 days	None

- B. Vacation privileges are not affected by extended absence that is covered by approved accumulated sick leave.
- C. When absence from the job is prolonged (over and beyond the approved accumulated sick leave) then vacation leave shall be based on the ratio of total time on the job during the fiscal year.
- D. Vacations are to be arranged so complete office continuity is maintained. The building principal/supervisor will first approve the dates before they become effective. The Superintendent will have final approval. Seniority shall have preference. June 1<sup>st</sup>, each year will be the deadline for receiving vacation requests; subject to change with building Principal and Superintendent's approval.
- F. Effective with the 1986/87 contract year, and continuing, secretaries/clerks will be able to carry over half of current year earned vacation time. The only exception to the foregoing would be with the approval of the Superintendent. No more than two weeks vacation may be taken at any one time, except with the prior approval of the building Principal and Superintendent.

#### An twelve-month employee with ten (10) days earned vacation time per year

- At least five (5) days must be used during the summer months.
- Up to five (5) days (1/2 of current year earned vacation time) may be carried to the following year – to use or lose.

#### A twelve-month employee with fifteen (15) days earned vacation time per year

- At least eight (8) days must be used during the summer months.
- Up to seven and one-half (7 ½) days (1/2 of current year earned vacation time) may be carried to the following year – to use or lose.

A twelve-month employee with twenty (20) days earned vacation time per year

- At least ten (10) days must be used during the summer months.
- Up to ten (10) days ( $\frac{1}{2}$  of the current year earned vacation time) may be carried to the following – to use or lose.

Eleven-month employees shall take vacation time between September 15 through May 31 of each school year

Further Clarification

In no case shall the vacation time carried over to the next year exceed one half ( $\frac{1}{2}$ ) of that earned in the current year, e.g.: Only one-half ( $\frac{1}{2}$ ) of vacation time earned in the 1993/94 school year may be carried over to the 1994/95 school year.

In no case may carry-over time be attached to the following years earned vacation time for halving. Carry-over time must be used or it will be lost if not used in the carry-over year. Carry-over vacation time must be used before current year vacation.

**IV. GENERAL**

A. Office Hours:

1. School calendar – secretaries/clerks workday shall be eight hours per day, including a forty-five minute lunch, to commence not earlier than 7:00 a.m., and terminate not later than 4:30 p.m.
2. Partial Summer hours – 8:00 a.m. – 3:00 p.m. to begin the day following the students last day of school and to continue for one week. To begin again one week prior to the opening of school.
3. Summer Hours: 8:00 a.m. – 2:00 p.m.
4. Partial Summer hours – 8:00 a.m. – 3:00 p.m. to begin again one week prior to the opening of school.

B. Break Periods:

1. A fifteen (15) minute break period will be provided to personnel for personal needs during both morning and afternoon.

C. Tenure:

1. Tenure shall be acquired by all secretaries/clerks after satisfactory employment following a period of three (3) consecutive calendar years in accordance with state statutes.

D. Overtime:

1. Overtime shall be compensated at the rate of  $1\frac{1}{2}$  times the hourly rate. The over-time rate is only involved when the actual hours worked in a week exceeds 40 hours. All other extra time prior to 40 hours shall be at a regular salary.

## V. LEAVES OF ABSENCE

### A. Sick Leave:

1. As of July 1, 1986, all secretaries/clerks shall be entitled to one sick leave day per full month of employment accumulative with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification will be submitted.
2. Secretaries/Clerks who retire from the District and qualify for pension in accordance with the provisions of the Public Employees Retirement System shall be reimbursed for unused sick leave at the rate of 25% of her per diem (calculated at 1/260<sup>th</sup> of annual salary for all employees at the time of retirement) rate provided at least ten (10) years of employment has been completed in the Lower Cape May Regional School District, and 38% of per diem (calculated at 1/260<sup>th</sup> of annual salary for all employees at the time of retirement) after 18 years of employment has been completed in the Lower Cape May Regional School District.

Secretaries who retire in the district who were hired after May 21, 2010 shall only be eligible for a maximum payout of \$15,000 based on \$50/day providing the staff member has completed 25 years of service in the District.

### B. OTHER LEAVES

#### 1. Personal Leave:

First year of service – one personal day, second year of service – two personal days, three or more years of service – three personal days. The number of personal days becomes effective July 1, 1986 for all newly employed staff. Personal leave days are to be utilized only for personal business or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted to sick days and added to the allotment in "A" above. Application to the secretary's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

#### 2. Attendance incentive:

	12 Month Employee	11 Month Employee	10 Month Employee
no sick days	\$400	\$350	\$300
no personal or sick days	\$500	\$450	\$400

Persons requesting and receiving unpaid leaves of absence, including all types of military service, shall not be eligible for an attendance bonus during that school year. Persons out of work due to workmen's compensation, but who otherwise fulfill the requirements for perfect attendance mentioned above, shall receive a pro-rated share of the bonus, based upon a 183 day school year for 10 month employees, and a 240 day school year for 12 month employees. As an example, a twelve month employee on workmen's compensation for 45 days would receive 81.3% (195 divided by 240) of the appropriate bonus.

3. No use of personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.
4. Any use of a personal day around a weekend must be submitted at least one week in advance.
5. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.
6. If a sick day precedes or follows a personal day a physician's note will be required by the Superintendent on his/her designee.
7. Time necessary for appearance in any legal proceedings connected with the secretary's employment or with the school system will not result in the loss of pay or personal leave days.
8. In cases where the secretary is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.
9. No more than one secretary per each office area may receive the same day off for personal leave. In the event that someone requests an emergency personal day that exceeds the limitation previously stated then the specific reason for such leave must be given in writing. The Superintendent has the discretion in those cases to approve or disapprove the leave requests.
10. The Superintendent's decision will be binding and not grievable under Article XII of the Board of Education/Association agreement.
11. Bereavement Leave: Bereavement leave in the event of the death of an employee's family member defined as step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 3 days per occurrence. Bereavement leave in the event of death of an employee's father, mother, sister or brother, shall constitute up to 5 days excused leave per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.
12. There is no recognized compensatory ("comp") time in this contract.

**VI. MATERNITY LEAVE**

- A. Secretaries /clerks may apply for and be granted sick leave due to pregnancy, for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance. The Board of Education retains the right to have its own physician verify the medical certification. The number of sick leave days shall not exceed the number the individual has accumulated.

**VII. TRAVEL REIMBURSEMENT**

- A. In the event secretaries/clerks should have to use her automobile for school related travel such as banking, pick up and/or delivery of school materials, conferences (employment related), she shall be compensated the standard mileage by IRS as of July 1<sup>st</sup> of the contract year.

**VIII. NEW AND PRESENT EMPLOYEES**

- A. Recommendation for salary step placement for the new personnel will be at the discretion of the Superintendent.
- B. It is hereby agreed that any clerk typist or secretary that is working directly for an administrator/supervisor shall be on the secretary salary guide.
- C. Any position that is created or becomes available, it is hereby agreed that it be posted upon its availability.

The following Secretarial/Clerical position classifications are agreed upon as follows:

	<b>11 Month Employee</b>	<b>10 Month Employee</b>
Pro-Rated Salary	11/12ths	10/12ths
Summer Schedule	Will work 22 days split between July and August. This includes working the week prior to school opening.	Not Applicable
# Sick Days	11 days	10 days
Personal Days	Same as 12 Mo. Employee	Same as 12 Mo. Employee
Benefits	Health & Fringe Bank	Health & Fringe Bank
All other secretarial benefits		

**IX. EMPLOYEE IMPROVEMENT**

- A. The Board of Education agrees to pay up to two hundred and fifty dollars (\$250) per year toward tuition incurred in connection with job-related instruction courses, which are part of a secretarial certification program, with prior approval of the Superintendent of Schools.
- B. Verification of tuition shall be submitted with the voucher for payment upon successful completion of the course.

- C. Secretaries who obtain a Microsoft certification in Word and Excel and remain currently certified will receive an additional \$1,000 as part of their annual salary. Specific tests must be approved by the Superintendent in advance.

## **X. EVALUATION**

- A. Each member of this unit will have an overall written evaluation of his/her job performance once each school year. The evaluation will be done by the member's immediate supervisor and be reviewed by the building Principal and/or the District Superintendent. The written evaluation will be reviewed at a conference with the evaluator. The unit member will sign the evaluation which signifies the receipt of the evaluation. A copy of the evaluation will be placed in the unit member's personnel file.
- B. A unit member shall have the right, upon request, to review his/her personnel file at least once a year. The member shall have the right to indicate those materials which the member believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision. No material derogatory to unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has an opportunity to review the material. The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the unit member a duplicate of said answer, which duplicated copy shall be supplied by the unit member. The Board of Education will not establish any personnel file which is not available for the unit member's inspection. During the evaluation, the evaluator shall take into consideration the work load of the secretary/clerk typist.

## **XI. GRIEVANCE PROCEDURE**

- A. Purpose  
It is the policy of the Board of Education that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, the Board of Education recognizes that the procedure must be available without any fear of discrimination because of its use.
- B. Definitions:
  - 1. A "grievance" is any alleged violation of this agreement or any dispute with respect to all matters concerning the terms and conditions of a unit member's employment.
  - 2. An "aggrieved party" can be a unit member of the Board of Education.



C. Submission of Grievances:

1. Each grievance shall be submitted by the aggrieved party in writing within twenty-one (21) calendar days after the occurrence of the grievance.

D. Grievance Procedures:


1. The aggrieved party shall first submit the grievance in writing to the Principal. The Principal shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to the Superintendent.
2. The aggrieved party shall submit the grievance in writing to the Superintendent. The Superintendent shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to the Superintendent if no decision is rendered, move the grievance in writing to the Board of Education.
3. The aggrieved party shall submit the grievance in writing to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision.


**XII. DURATION**

This agreement shall be in full force and effect as of July 1, 2014 and shall remain in effect to and including June 30, 2017. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate this agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this  
\_\_\_\_\_  
date


**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT:**

BY:   
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Business Administrator/Board Secretary

**SECRETARY/CLERK REPRESENTATIVES:**

BY:   
\_\_\_\_\_  
Joanne Laputka

  
\_\_\_\_\_  
Gloria Thomas

### 12 Month Employee Salary Guide

	CLERK/TYPIST		SECRETARY	ADMINISTRATIVE SECRETARY
STEP	2014-2017		2014-2017	2014-2017
1	23,800		25,750	26,750
2	24,895		26,935	27,981
3	25,990		28,119	29,211
4	27,084		29,304	30,442
5	28,179		30,488	31,672
6	29,274		31,673	32,903
7	30,393		32,883	34,160
8	31,511		34,093	35,417
9	32,630		35,303	36,674
10	33,748		36,514	37,932
11	34,867		37,724	39,189
12	35,986		38,934	40,446
13	37,104		40,144	41,703
14	38,223		41,355	42,961
15	39,341		42,565	44,218
16	40,460		43,775	45,475

#### Longevity

17	41,196		44,511	46,211
18	41,932		45,247	46,947
19	42,668		45,983	47,683
20	43,404		46,719	48,419
21	44,140		47,455	49,155
22	44,876		48,191	49,891
23	45,612		48,927	50,627
24	46,348		49,663	51,363
25	47,084		50,399	52,099
26	47,820		51,135	52,835
27	48,556		51,871	53,571
28	49,292		52,607	54,307
29	50,028		53,343	55,043
30*	50,764		54,079	55,779

\* Staff currently on Step 30 of the guide will be compensated an additional \$736 in each of the contract years.

### 10 Month Employee Salary Guide

	CLERK/TYPIST		SECRETARY		ADMINISTRATIVE SECRETARY
STEP	2014-2017		2014-2017		2014-2017
1	19,833		21,458		22,292
2	20,746		22,445		23,317
3	21,685		23,433		24,343
4	22,570		24,420		25,368
5	23,483		25,407		26,393
6	24,395		26,394		27,419
7	25,327		27,402		28,466
8	26,259		28,411		29,514
9	27,192		29,419		30,562
10	28,124		30,428		31,610
11	29,056		31,436		32,657
12	29,988		32,445		33,705
13	30,920		33,454		34,753
14	31,852		34,462		35,800
15	32,785		35,471		36,848
16	33,717		36,479		37,896

17	34,330		37,093		38,509
18	34,943		37,706		39,123
19	35,557		38,319		39,736
20	36,170		38,933		40,349
21	36,783		39,546		40,963
22	37,397		40,159		41,576
23	38,010		40,773		42,189
24	38,623		41,386		42,803
25	39,237		41,999		43,416
26	39,850		42,613		44,029
27	40,463		43,226		44,643
28	41,077		43,839		45,256
29	41,690		44,453		45,869
30*	42,303		45,066		46,483

\* Staff currently on Step 30 of the guide will be compensated an additional \$613 in each of the contract years.

# 11 Month Employee Salary Guide

	CLERK/TYPIST		SECRETARY		ADMINISTRATIVE SECRETARY
STEP	2014-2017		2014-2017		2014-2017
1	21,817		23,604		24,521
2	22,820		24,690		25,649
3	23,824		25,776		26,777
4	24,827		26,862		27,905
5	25,831		27,947		29,033
6	26,835		29,033		30,161
7	27,860		30,143		31,313
8	28,885		31,252		32,466
9	29,911		32,361		33,618
10	30,936		33,471		34,771
11	31,961		34,580		35,923
12	32,987		35,690		37,076
13	34,012		36,799		38,228
14	35,038		37,908		39,380
15	36,063		39,018		40,533
16	37,088		40,127		41,685

17	37,763		40,802		42,360
18	38,438		41,476		43,035
19	39,112		42,151		43,709
20	39,787		42,826		44,384
21	40,462		43,500		45,059
22	41,136		44,175		45,733
23	41,811		44,850		46,408
24	42,486		45,524		47,083
25	43,160		46,199		47,757
26	43,835		46,874		48,432
27	44,510		47,548		49,107
28	45,184		48,223		49,781
29	45,859		48,898		50,456
30*	46,534		49,572		51,131

\* Staff currently on Step 30 of the guide will be compensated an additional \$675 in each of the contract years.

**10 Month Guide**

	<b>Clerk Typist</b>	<b>Secretary</b>	<b>Admin Secretary</b>
<b>1</b>	19,833	21,458	22,292
<b>2</b>	20,746	22,445	23,317
<b>3</b>	21,658	23,433	24,343
<b>4</b>	22,570	24,420	25,368
<b>5</b>	23,483	25,407	26,393
<b>6</b>	24,395	26,394	27,419
<b>7</b>	25,327	27,402	28,466
<b>8</b>	26,259	28,411	29,514
<b>9</b>	27,192	29,419	30,562
<b>10</b>	28,124	30,428	31,610
<b>11</b>	29,056	31,436	32,657
<b>12</b>	29,988	32,445	33,705
<b>13</b>	30,920	33,454	34,753
<b>14</b>	31,852	34,462	35,800
<b>15</b>	32,785	35,471	36,848
<b>16</b>	33,717	36,479	37,896
<b>LONGEVITY:</b>			
<b>17</b>	34,330	37,093	38,509
<b>18</b>	34,943	37,706	39,123
<b>19</b>	35,557	38,319	39,736
<b>20</b>	36,170	38,933	40,349
<b>21</b>	36,783	39,546	40,963
<b>22</b>	37,397	40,159	41,576
<b>23</b>	38,010	40,773	42,189
<b>24</b>	38,623	41,386	42,803
<b>25</b>	39,237	41,999	43,416
<b>26</b>	39,850	42,613	44,029
<b>27</b>	40,463	43,226	44,643
<b>28</b>	41,077	43,839	45,256
<b>29</b>	41,690	44,453	45,869
<b>30</b>	42,303	45,066	46,483

**11 Month Guide**

	<b>Clerk Typist</b>	<b>Secretary</b>	<b>Admin Secretary</b>
<b>1</b>	21,817	23,604	24,521
<b>2</b>	22,820	24,690	25,649
<b>3</b>	23,824	25,776	26,777
<b>4</b>	24,827	26,862	27,905
<b>5</b>	25,831	27,947	29,033
<b>6</b>	26,835	29,033	30,161
<b>7</b>	27,860	30,143	31,313
<b>8</b>	28,885	31,252	32,466
<b>9</b>	29,911	32,361	33,618
<b>10</b>	30,936	33,471	34,771
<b>11</b>	31,961	34,580	35,923
<b>12</b>	32,987	35,690	37,076
<b>13</b>	34,012	36,799	38,228
<b>14</b>	35,038	37,908	39,380
<b>15</b>	36,063	39,018	40,533
<b>16</b>	37,088	40,127	41,685
<b>LONGEVITY:</b>			
<b>17</b>	37,763	40,802	42,360
<b>18</b>	38,438	41,476	43,035
<b>19</b>	39,112	42,151	43,709
<b>20</b>	39,787	42,826	44,384
<b>21</b>	40,462	43,500	45,059
<b>22</b>	41,136	44,175	45,733
<b>23</b>	41,811	44,850	46,408
<b>24</b>	42,486	45,524	47,083
<b>25</b>	43,160	46,199	47,757
<b>26</b>	43,835	46,874	48,432
<b>27</b>	44,510	47,548	49,107
<b>28</b>	45,184	48,223	49,781
<b>29</b>	45,859	48,898	50,456
<b>30</b>	46,534	49,572	51,131

